

**REMARKS**

Applicants respectfully request reconsideration of the instant application in view of the foregoing amendments and the following remarks. Claims 1-7, 9-12, 14, 73-80 and 133-140 are currently pending in the application. Claims 8 and 13 have been previously canceled without prejudice or disclaimer. Claims, 15-72, 81-132 and 141-194 have been previously withdrawn. Claims 133 and 136-140 have been amended. Applicants submit that no new matter has been added by way of the Amendment.

**Objections to the Specification**

The Examiner has objected to the replacement drawings submitted 7/16/04 and alleged that the title of the invention is not descriptive. Applicants file herewith replacement drawings identified in the top margin as "Replacement Sheet." Also, Applicants have amended the title of the invention to provide a more descriptive title. Accordingly, Applicants submit that the objections to the specification have been overcome.

**Claim Rejections - 35 U.S.C. § 101**

Claims 133-140 have been rejected under 35 U.S.C. § 101 as allegedly being directed to non-statutory subject matter. More specifically, the Examiner asserts, "[T]he claimed invention is directed to nonfunctional descriptive matter. Though the medium is computer readable, the code is never executed and is code per-se and not statutory material." (See, Office Action page 3, ¶1). Applicants have amended claims 133 and 136-140 in order to further clarify the pending claim language. More specifically, Applicants have amended the claims to recite,

“code executable on a processor...” to further clarify that the code stored on the claimed computer readable medium is executable and therefore not simply “nonfunctional descriptive matter.” The MPEP § 2106 states, “In this context, ‘functional descriptive material’ consists of data structures and computer programs which impart functionality when employed as a computer component.” Applicants respectfully submit that when the computer readable medium is employed as a computer component the code executable by a processor imparts the claimed functionality and is therefore qualifies as Statutory subject matter.

**Claim Rejections - 35 U.S.C. § 102**

Claims 1, 5, 9-12, 73, 77, 80, 133, 137 and 140 have been rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by Travor, et al. Although the Office Action indicates Travor, et al. is US Patent 5,433,347, Applicants believe this may be a typographical error and that the asserted patent is Travor, et al. - US Patent No. 6,553,347. Applicants request clarification of the cited reference and corresponding patent number if the rejection is not based on the Travor, et al., the '347 patent. However, Applicants submit that the pending claims are not anticipated by the cited reference.

Independent claim 1 recites *inter alia*:

A method for facilitating an on-line bounce back transaction,  
comprising:  
    transmitting a conditional purchase offer to acquire a first  
product or service...  
    receiving an acceptance of said conditional purchase offer  
and a bounce back offer to acquire a second product or service....

Applicants respectfully submit that cited reference does not teach, disclose or suggest transmitting a conditional purchase offer for a first product or service, receiving an acceptance of the conditional

purchase offer and a bounce back offer to acquire a second product or service, as recited in independent claim 1.

The Examiner asserts that "[T]he electronic negotiation with an offer price and a discount incentive of Travor, see column 2, lines 9-41, is seen to disclose the claimed conditional purchase offer with bounceback offer, and the bounceback further explained, see column 2, lines 55-61 and column 14, lines 5-23." (See, Office Action, page 2, ¶ 5). Applicants submit that Travor's negotiation process does not anticipate the claimed invention and instead is focused on realizing a single seller-driven negotiation. More specifically, Travor discloses, "The system [merchant/vendor] offers the product for a specific price, a price that may be optionally decreases as negotiation continues." (See, Travor, Col. 4, lines 26-28).

In order to facilitate the negotiation and motivate a buyer to accept the system's offer, Travor's system, "negotiates on many more parameters than simply price, itself." (See, Travor, Col. 2, lines 21-22). For example, the system "may offer the user [a buyer] several presents or benefits in order to secure the sale." (See, Travor, Col. 2, lines 23-24). As such, Applicants submit that Travor's system is directed to combining an offer price and a discount incentive to secure a sale. Further Applicants submit that this combination to secure a single sale does not anticipate submitting a conditional purchase offer, receiving an acceptance indication of the conditional purchase offer and a bounce back offer to acquire a second product, as recited in independent claim 1.

For at least this reason, Applicants submit that independent claim 1 is patentably distinct from the cited reference. Applicants submit that independent 73 and 133 are patentably distinct from the cited reference for at least a similar reason. Moreover, Applicants submit that claims 2-7, 9-12, 14, 74-80, and 134-140, which are directly or indirectly dependent on independent claims 1, 73, or 133 respectively, are also patentably distinct from the cited reference

for at least a similar reason. Accordingly, Applicants respectfully request withdrawal of this ground of rejection.

**Rejections under 35 USC § 103**

Claims 2-3, 74-75, 134-135 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Travor, et al. Claims 4, 6-7, 76, 78-79, 136, 138-139 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Travor, et al., in view of Microsoft Office 2000 Professional Edition. Claims 14 has been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Travor, et al., in view of Logan, et al. (US Patent No. 6,199,076). Claims 2-3, 74-75, 134-135 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Travor, et al.

Applicants respectfully submit neither Microsoft Office 2000 Professional Edition nor the Logan patent remedy the deficiencies identified above with regard to the Travor, et al. patent. Accordingly, Applicants submit that the cited references, taken alone or in combination, do not teach, disclose or suggest the claimed invention as discussed above. Therefore, Applicants request withdrawal of the rejections on these grounds.

**CONCLUSION**

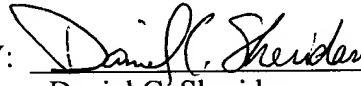
As such, Applicants submit the claimed invention recited in independent claims 1, 73, and 133 are clearly patentably distinct from the cited references for at least this reason, among others. Furthermore, in view of the fact that each of the independent claims of the instant application are distinguishable from the cited references for the aforementioned reason, Applicants submit that the dependent claims of the instant application are also distinguishable for at least similar reasons. Accordingly, Applicants request withdrawal of this ground of rejections.

**AUTHORIZATION**

The Commissioner is hereby authorized to charge any additional fees which may be required for consideration of this Amendment to Deposit Account No. 03-1240, Order No. 17200-560. In the event that an additional extension of time is required, or which may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely and is hereby authorized to charge any fee for such an extension of time or credit any overpayment for an extension of time to Deposit Account No. 03-1240, Order No. 17200-560.

Respectfully Submitted,  
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